AKAITCHO TERRITORY DENE FIRST NATIONS

(AS REPRESENTED BY NWT TREATY #8 TRIBAL CORPORATION)

AND

GOVERNMENT OF THE NORTHWEST TERRITORIES

INTERGOVERNMENTAL MEMORANDUM OF UNDERSTANDING

May 2013

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PREAMBLE

A. Whereas the Akaitcho Territory Dene First Nations (herein "Akaitcho") have traditionally used and occupied lands in the Northwest Territories (herein "NWT"), Nunavut and Alberta from time immemorial;

B. Whereas Chiefs and Headmen representing Akaitcho signed Treaty on July 25, 1900 in Deninu K'ue, in the Northwest Territories;

C. Whereas the Akaitcho Territory Dene First Nations Framework Agreement (hereafter "Akaitcho Framework Agreement") dated July 25, 2000, was signed between Akaitcho, Canada, and the Government of the Northwest Territories (herein "GNWT")

D. Whereas the GNWT recognizes that the Akaitcho are an Aboriginal people of Canada and that the inherent right of self-government is an existing Aboriginal right under Section 35(1) of the *Constitution Act, 1982*;

E. Whereas Akaitcho and the GNWT are committed to achieving an Akaitcho Agreement by way of good faith negotiations;

F. Whereas Akaitcho Territory Dene First Nations are Łutsel K'e Dene First Nation, Deninu K'ue First Nation, and Yellowknives Dene First Nations of Dettah and N'dilo;

G. Whereas the Akaitcho are the responsible Aboriginal government on behalf of Akaitcho citizens and the GNWT is the public government on behalf of all the citizens of the NWT;

H. Whereas Akaitcho and the GNWT recognize their concurrent responsibility to Akaitcho citizens of the NWT;

I. Whereas the GNWT is committed to building and maintaining a mutually respectful government-to-government relationship with Akaitcho;

J. Whereas Akaitcho and the GNWT acknowledge that cooperation and coordination among political leadership and senior officials is key to fulfilling the potential of the government-to-government relationship; and

K. Whereas Akaitcho and the GNWT acknowledge their unique and evolving government-to-government relationship and agree to work with one another on the basis of mutual respect, recognition and responsibility.

Now therefore, both Governments wish to formalize their government-to-government relationship, through an intergovernmental agreement and operationalize the relationship by way of regular meetings of political leadership and senior officials.

1. PRINCIPLES

1.1 Akaitcho and the GNWT recognize and respect the diversity of cultures, history and traditions among the people of the Northwest Territories and respect that different governments may have unique political and policy priorities.

1.2 Akaitcho and the GNWT welcome the opportunity to deepen their understanding of each other's views and commit to working together to make progress and achieve outcomes on matters of mutual interest.

1.3 Akaitcho and the GNWT agree to work together to achieve a respectful, strong and meaningful government-to-government relationship, with effective communication and information sharing.

1.4 Akaitcho and the GNWT recognize that, in addition to the intergovernmental agreements and bodies identified in the Akaitcho Framework Agreement, additional bilateral arrangements and agreements may be appropriate in order to facilitate cooperation between their respective Governments.

1.5 Akaitcho and the GNWT commit to constructive collaboration, a spirit of cooperation and mutual respect, knowing that cooperation will help to maximize the benefit for the people served by each respective Government.

1.6 Akaitcho and the GNWT recognize that there may be different perspectives on various issues and that agreement may not always be achievable on all issues.

2. OBJECTIVES

2.1 The specific objectives of this Intergovernmental Memorandum of Understanding are:

a. To enhance the practical realization of the government-to-government relationship;

b. To enhance the day-to-day interaction, cooperation and coordination of Akaitcho and the GNWT; and

c. To raise issues and resolve concerns in a manner that reflects Akaitcho and public interests.

3. PRIORITY AREAS OF DISCUSSION AND COOPERATION

3.1 Priority areas for discussion and consideration will include, but not be limited to:

a. Economic development to realize the potential for Akaitcho citizens to participate fully in all aspects of the Northern economy;

b. Management of air, land, water and wildlife issues;

c. Employment, skill development and job training for Akaitcho citizens;

d. The provision of effective social programs in all Akaitcho communities, most notably health services, education, income support, services for Elders, housing, and policing and justice; and

e. Any other areas of mutual interest identified by Akaitcho and the GNWT.

4. INTERGOVERNMENTAL AGREEMENTS

4.1 Where appropriate, Akaitcho and the GNWT will endeavour to achieve intergovernmental agreements on the above mentioned issues and other matters of concern and interest.

5. INFORMATION SHARING

5.1 Akaitcho and the GNWT recognize and agree that in order to effectively make progress on areas of mutual interest it is important that information be shared in an open and timely manner.

5.2 Akaitcho and the GNWT are committed to meaningful communication on GNWT initiatives that will have an impact on Akaitcho.

5.3 In order to facilitate achieving effective progress on areas of mutual interest, Akaitcho and the GNWT will adhere to the following protocols for effective communication and formal correspondence between the Governments:

a. Each Government will notify the other of upcoming activities, regional visits, emergent issues of concern, and upcoming consultations. For example, the GNWT should advise Akaitcho when Ministers and/or Members of the Legislative Assembly are intending to visit Akaitcho communities;

b. Formal correspondence of the GNWT to Akaitcho Chiefs should be addressed to the Akaitcho Chiefs and Band Councils and copied to the Premier of the Northwest Territories, and the Deputy Minister of Aboriginal Affairs and Intergovernmental Relations;

c. Formal correspondence of Akaitcho addressed to the Premier of the Northwest Territories should be copied to the Deputy Minister of Aboriginal Affairs and Intergovernmental Relations; and

d. Formal correspondence of Akaitcho addressed to Ministers of the GNWT should be copied to the Premier of the Northwest Territories and the Deputy Minister of Aboriginal Affairs and Intergovernmental Relations.

6. GOVERNMENT -TO-GOVERNMENT MEETINGS

Meetings of Elected Leaders

6.1 Regular meetings of elected leaders will build and maintain a mutually respectful government-to-government relationship between Akaitcho and the GNWT.

6.2 There shall be two meetings per year between Akaitcho Chiefs and all Members of the GNWT Executive Council.

6.3 One such meeting will be in one of the Akaitcho communities, on a rotating basis, and one such meeting will be in Yellowknife.

6.4 In order to ensure that a dialogue takes place during the Operating and Maintenance and Capital Planning processes, efforts will be made to hold meetings in the first and third quarter of each year.

6.5 Meetings will be co-chaired by the Premier of the Northwest Territories and one of the Akaitcho Chiefs.

6.6 Each Government may invite other elected officials, senior staff and other advisors, such as Elders, to attend these meetings. Only the Akaitcho Chiefs and Members of the GNWT Executive Council will sit at the table.

6.7 Prior to these meetings, the Governments shall reach agreement on a joint agenda. Where applicable, briefing materials, reports or other documents may be shared between Governments.

6.8 As soon as is practical after these meetings, the Governments will agree upon a joint summary of outcomes and commitments.

6.9 Officials from Akaitcho and the GNWT shall develop a work plan in support of the meetings to ensure that meeting outcomes are fulfilled, where applicable.

Meetings of Officials

6.10 Meetings between senior officials will support the government-to-government work of elected leaders.

6.11 Each Government will designate a lead official responsible for coordinating preparation and follow-up of the meetings of elected leaders.

6.12 Officials of each Government shall meet in order to assist in the scheduling of, and preparation for, meetings of elected leaders including developing a joint agenda and shared briefing materials, where applicable.

6.13 After meetings of elected leaders, officials will assist in the development of the summary of outcomes and commitments and will develop a work plan in support of the meetings to ensure that meeting outcomes are fulfilled where applicable.

6.14 Senior officials from Akaitcho will be invited on occasion to the GNWT Deputy Ministers' Committee meetings and the North and South Slave Regional Management Committee meetings.

7. COSTS

7.1 All costs associated with the activities referenced in this agreement are the responsibility of the participating Government.

8. EFFECT OF THE AGREEMENT

8.1 Nothing in this Intergovernmental Memorandum of Understanding creates legally binding obligations.

8.2 Nothing in this Intergovernmental Memorandum of Understanding shall constrain the respective Governments from exercising their powers and responsibilities.

8.3 Nothing in this Intergovernmental Memorandum of Understanding prevents Akaitcho and the GNWT from participating in other intergovernmental processes or agreements.

9. TERMS OF THE AGREEMENT

9.1 This Intergovernmental Memorandum of Understanding shall be in effect for a period of four years from the date of signing.

9.2 This Intergovernmental Memorandum of Understanding may be periodically reviewed and, upon written consent, may be renewed for a further term as agreed to by both Governments.

9.3 This Intergovernmental Memorandum of Understanding may be reviewed and amended upon written notice being given to the other Government at least 60 days in advance, with the mutual agreement of both Governments.

9.4 This Intergovernmental Memorandum of Understanding may be terminated by either Government upon written notice to the other Government at least 60 days in advance of the termination date.

This Intergovernmental Memorandum of Understanding signed by the Akaitcho Territory Dene First Nations and Government of the Northwest Territories this __ day of May, 2013.

Chief Louis Balsillie
For the Deninu K'ue First Nation

Honourable Robert R. McLeod
Premier of the Northwest Territories

Chief Edward Sangris
For the Yellowknives Dene First Nation/Dettah

Acting Chief Roy Erasmus
For the Yellowknives Dene First Nation/N'dilo

Chief Dora Enzoe
For the Łutsel K'e Dene First Nation